

**AMENDMENT TO AGREEMENT  
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this \_\_\_\_ day of 2005, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and BKF Engineers (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties entered into an Agreement for professional Engineering services for the Midtown North Main Street Improvements Project, (Project No. 8165), on April 5, 2005; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering for the Midtown North Main Street Improvements Project.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on **December 6, 2006**.

2. Section 1, entitled "Services" is amended by adding Exhibit "A-1", which is attached hereto and incorporated by reference herein.
3. Section 2, entitled " Compensation " is amended to add Exhibit "A-1", which is attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibit "A-1" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "A-1" shall be **\$40,000.00**.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **April 5, 2005**, between **BKF Engineers** and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

\_\_\_\_\_  
City Engineer as to content

\_\_\_\_\_

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney as to Form

ATTESTED BY:

\_\_\_\_\_  
City Clerk

## **Exhibit "A-1"**

### **(Scope of Consultant's Duties and Services)**

#### **Task A**

BKF shall design the proposed storm drain main from North Main Street at Weller to an outfall into Wrigley-Ford Creek, including the new outfall.

BKF will supplement the existing utility base information with a topographic survey identifying the existing street and utility improvements from the North Main Street/Marylinn Drive intersections to the outfall location.

The proposed storm drain improvements will include approximately 1100 lineal feet of 24" x 38" pipe, eight manholes and one outfall structure. The plan will also include modifying the existing storm drain system currently in Marylinn Drive to allow for the proposed storm drain to run parallel.

The cost to provide the surveying and engineering services is not to exceed **\$19,000**.

#### **Task B**

BKF shall design the proposed communication conduit along the east side of Abel Street from Weller Lane to Serra Street.

The City of Milpitas will provide BKF with the electronic files for the Abel Street Infrastructure Improvements project to be used as the base condition. BKF will provide a layout and profile for the nearly 2,300 linear feet of 3-inch conduit and seven pull boxes. Extra services include design to jack and bore across State Route 237, and coordination with Caltrans. BKF will also prepare a set of project specifications and an engineer's cost estimate.

The cost to provide these engineering services is not to exceed **\$10,000**.

#### **Task C**

BKF shall design the proposed water main at Carlo Street between Winsor Street and Railroad Avenue.

BKF will provide a supplemental topography for the project area and provide a design for the approximately 260 linear feet of 6-inch water line running parallel to an existing 8-inch water main. The new line will be installed under the existing railroad tracks. The design will make provisions for the new line to be bored under railroad right-of-way and will be coordinated with the railroad company, Union Pacific. BKF will also prepare a set of project specifications and an engineer's cost estimate.

The cost to provide these engineering services for this extra-service request is **\$11,000**.

#### **Compensation**

Total compensation for tasks A, B, C, and D shall not exceed **\$40,000**.